

**AGREEMENT FOR MUTUAL AID
FIRE AND RESCUE SERVICES**

Between

Langley Air Force Base

And

York County, Virginia

This agreement, entered into this 1st day of December, 2001, between the Secretary of the Air Force acting pursuant to the authority of 42 U.S.C. 1856(a) and York County, Virginia is to secure for each the benefits of mutual aid in fire and rescue services. It is agreed that:

- a. On request to a representative of the Langley Air Force Base Fire Department by a representative of the York County Department of Fire and Life Safety, equipment and personnel of the Langley Air Force Base Fire Department will be dispatched, when available, to any point within the area for which the York County Department of Fire and Life Safety normally provides these services as designated by the representative of York County.
- b. On request to a representative of the York County Department of Fire and Life Safety by a representative of the Langley Air Force Base Fire Department, equipment and personnel of the York County Department of Fire and Life Safety will be dispatched, when available, to any point within the area for which the Langley Air Force Base Fire Department normally provides these services as designated by the representative of Langley Air Force Base.
- c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid under this agreement shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which equipment and personnel are to be dispatched. However, the amount and type of equipment and

number of personnel to be furnished shall be determined by a representative of the responding organization.

- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment and personnel is dispatched, and shall be subject to the orders of that official.
 - (3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides services.
 - (4) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the York County Department of Fire and Life Safety normally provides fire protection and rescue services, the Chief of the Langley Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.
- e. York County may claim reimbursement for the direct expenses and losses which are additional costs above the normal operating costs incurred while providing services under this agreement as provided in 44 CFR, Part 151, "Reimbursement for Costs of Firefighting on Federal Property."
 - f. Each party hereby waives all claims against every other party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph "e" above.
 - g. The technical heads (Fire Chiefs) of the Langley Air Force Base Fire Department and the York County Department of Fire and Life Safety are recommended to meet and develop plans and procedures of operation necessary to effectively implement this agreement.
 - h. All equipment used by the York County Department of Fire and Life Safety in carrying out this agreement will, at the time of action hereunder, be owned by the York County Department of Fire and Life Safety; and personnel acting for the York County Department of Fire and Life Safety under this agreement will, at the time of action hereunder, be employees or volunteer members of the York County Department of Fire and Life Safety.

- i. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other, giving (30) days notice of said cancellation. All other previous agreements between the York County Department of Fire and Life Safety and the Langley Air Force Base Fire Department are superseded by this agreement.

FOR LANGLEY AIR FORCE BASE:

FOR YORK COUNTY:

STEPHEN M. GOLDFEIN
Colonel, USAF
Commander

JAMES O. MCREYNOLDS
County Administrator

Approved as to form:

By: _____
County Attorney

ATZF-PWF

AGREEMENT FOR MUTUAL AID

FIRE AND RESCUE SERVICES

Between

United States Army Transportation Center & Fort Eustis

And

York County, Virginia

This agreement, entered into this 1st day of December, 2001, between the Secretary of the Army acting pursuant to the authority of 42 U.S.C. 1856(a) and York County, Virginia is to secure for each the benefits of mutual aid in fire and rescue services. It is agreed that:

- a. On request to a representative of the United States Army Transportation Center and Fort Eustis, Virginia (in this instance the Fort Eustis Fire and Emergency Services Division) by a representative of the York County Department of Fire and Life Safety, equipment and personnel of the Fort Eustis Fire and Emergency Services Division will be dispatched, when available, to any point within the area for which the York County Department of Fire and Life Safety normally provides these services as designated by the representative of York County.
- b. On request to a representative of the York County Department of Fire and Life Safety by a representative of the Fort Eustis Fire and Emergency Services Division, equipment and personnel of the York County Department of Fire and Life Safety will be dispatched, when available, to any point within the area for which the Fort Eustis Fire and Emergency Services Division normally provides these services as designated by the representative of the United States Army Transportation Center.
- c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid under this agreement shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which equipment and personnel are to be

dispatched. However, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment and personnel is dispatched, and shall be subject to the orders of that official.
 - (3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides services.
 - (4) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the York County Department of Fire and Life Safety normally provides fire protection and rescue services, the Chief, Fort Eustis Fire and Emergency Services Division or his/her delegated representative, may assume full command on arrival at the scene of the crash.
- e. York County may claim reimbursement for the direct expenses and losses which are additional costs above the normal operating costs incurred while providing services under this agreement as provided in 44 CFR, Part 151, "Reimbursement for Costs of Firefighting on Federal Property."
 - f. Each party hereby waives all claims against every other party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph "e" above.
 - g. The technical heads (Fire Chiefs) of the Fort Eustis Fire and Emergency Services Division and the York County Department of Fire and Life Safety are recommended to meet and develop plans and procedures of operation necessary to effectively implement this agreement.
 - h. All equipment used by the York County Department of Fire and Life Safety in carrying out this agreement will be owned by the York County Department of Fire and Life Safety; and personnel acting for the York County Department of Fire and Life Safety under this agreement will be, at the time of action hereunder, employees or volunteer members of the York County Department of Fire and Life Safety.

- i. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other, giving (30) days notice of said cancellation. All other previous agreements between the York County Department of Fire and Life Safety and the Fort Eustis Fire and Emergency Services Division are superseded by this agreement.

FOR THE SECRETARY OF THE ARMY: FOR YORK COUNTY:
FOR THE COMMANDER

E. DOUGLAS EARLE
Colonel, TC
Garrison Commander

JAMES O. MCREYNOLDS
County Administrator

Approved as to form:

Approved as to form:

By: _____
USATC, SJA

By: _____
County Attorney